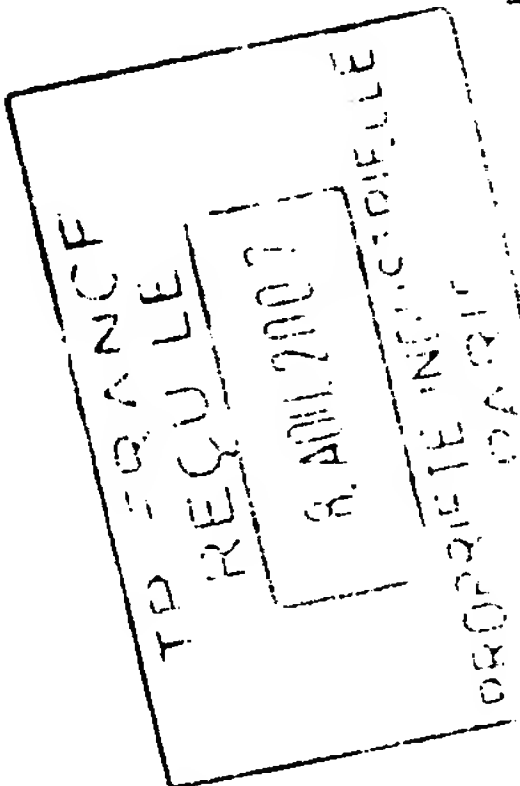


# **EXHIBIT B**

LA POSTE

RA 7551 1253 5FR

AVIS DE RÉCEPTION  
DE VOTRE ENVOI  
RECOMMANDÉ



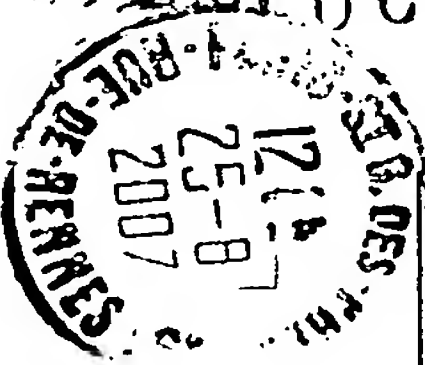
Présenté le:

04/08/07

Distribué le:

28/08/07

Signature du destinataire:



~~Monsieur Roland DALY  
13 rue de la Chapelle  
75006 PARIS~~

RETOUR A: SGB/MAG 20/05/07-232M

TECHNIP - S. DECRET

6-8 rue de la Chapelle

75006 PARIS

1-7/12 2007-232M

RCS PARIS 356 000 000

AVIS DE RÉCEPTION  
20 AOÛT 2007

AR

Acknowledgment receipt

Exhibit B

LA POSTE

PREUVE DE DÉPÔT  
D'UN OBJET RECOMMANDÉ  
AVEC AVIS DE RÉCEPTION

RA 7551 1253 5FR

TAUX DE RECOMMANDATION R1 ☒ R2 ☐ R3 ☐

CONSERVEZ CE FEUILLET, IL SERA  
NÉCESSAIRE EN CAS DE RÉCLAMATION.

LE CAS ÉCHÉANT, VOUS POUVEZ FAIRE  
UNE RÉCLAMATION DANS N'IMPORTE QUEL  
BUREAU DE POSTE.

816-A V9 PRT-M5R-2 - 240005

Date	Prix	Contre-Remboursement	Nature de l'objet

DESTINATAIRE LETTRE ☒ COLIS ☐

Monsieur Roland DALY  
13 rue du cherche Midi  
75006 PARIS

SEB/MNG 20/08/07. 2324  
TECHNIP - G. DEGREMONT  
6-8. Allée de L'Anche  
FAUBOURG de L'ARENNE  
92973 PARIS LA DEFENSE.

RCS PARIS 356 000 000

20 AOUT 2007

PREUVE DE DÉPÔT



P/3255-103

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of

**Ange LUPPI et al**

Serial No.:

Filed: September 15, 2006

For: **METHOD AND SYSTEM FOR STARTING UP A PIPELINE**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**DECLARATION BY PARTY WITH PROPRIETARY RIGHTS IN**  
**THE APPLICATION UNDER 37 C.F.R. § 1.47(a) and/or (b)**

Gilles Degremont declares:

I am the head of the Intellectual Property Department of Technip France which is the owner of all rights to the invention in and in the above noted United States patent application and any United States patent resulting therefrom.

I have been informed and believe, the invention in the above noted United States application was made by two employees of Technip France, namely, Ange Luppi, who has signed an Applicant's Declaration and an Assignment of his rights in the invention to Technip France, and Roland Daly, who has refused to sign the Applicant's Declaration or an Assignment of the application to Technip France.

The present Declaration describes the unsuccessful effort to obtain Mr. Daly's cooperation in reviewing the United States application and then signing the Applicant's Declaration for this invention made by Mr. Daly with co-inventor Ange Luppi.

Mr. Daly left the employment of Technip France effective on or about June 26, 2006.

In preparation for the filing on September 15, 2006 of this United States National Phase application which is based upon a Patent Cooperation Treaty application, on August 3, 2006, I mailed co-inventor Roland Daly a letter, copy attached as Exhibit A, with a translation attached

00788958.1

cc: P. BELLET  
G. DEGREMONT

as Exhibit B, wherein I requested that Mr. Daly review the Power form on which his signature is necessary, that is, the Applicant's Declaration for this United States application, as well as the Assignment to Technip France, to sign them and return them to Technip France. The letter was sent to the last known address for Mr. Daly, namely:

Roland Daly  
13 rue du Cherche Midi  
75006 Paris  
France

Mr. Daly responded to my letter with the enclosed letter in the French language bearing his signature dated August 8, 2006, attached as Exhibit C, with an English translation attached as Exhibit D. Mr. Daly's response showed me that he received the documents, considered them but did not sign them. For this reason, I conclude that Mr. Daly refuses to join in this application for patent and refuses to execute the application for patent.

The company, Technip France, for which I am declaring, submits that it has sufficient proprietary interest in the matter justifying this Petition and my factual statements herein and further that the co-inventor Ange Luppi, an employee of Technip France, will make this application on behalf of himself and Mr. Daly, under § 47(a).

Attached as Exhibit E is a copy of the July 1997 Contract of Employment of Mr. Daly by Coflexip Stena Offshore Limited, which was merged into and became part of Technip France subsequent to Mr. Daly signing his Employment Agreement in July 1997.

On October 10, 2003, Mr. Daly signed a new Employment Contract with Technip Offshore UK Limited, also owned by the Assignee hereof, Technip France, which is attached as Exhibit F. The contract was for the period of October 1, 2003 until February 11, 2005, and was extended thereafter until June 26, 2006. This is the period during which the French priority application 0402685 and the PCT application of which the United States application is the national phase thereof PCT/FR2005/000558 were filed.

Mr. Daly's letter Exhibit C and D shows that his employment terminated in June 2006.

Technip France, a French company, has its rights to Mr. Daly's invention determined by French law. Relevant articles of that law are in the translated copies are attached. Article 611-7

transfers rights to this invention including the patent application therefor to his employer.

Section 611-7 recites in pertinent part:

inventions made by a salary person in the execution of a work contract  
comprising an inventive mission corresponding to his effective  
functions...shall belong to the employer.

Technip France or its subsidiary was the employer.

It is requested that this application be permitted to continue under Section 37 C.F.R. §  
1.47(a) and/or (b) and that the Declaration of Mr. Luppi indicating that Mr. Daly was his co-  
inventor and the present Declaration be considered sufficient evidence for so treating this  
application.

I hereby declare that all statements made herein of my own knowledge are true and that  
all statements made on information and belief are believed to be true; and further that these  
statements were made with the knowledge that willful false statements and the like so made are  
punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States  
Code and that such willful false statements may jeopardize the validity of the application or any  
patent issued thereon.

Dated: 18/12/2006



Gilles Degremont

*Gilles DEGRÉMONT*  
*Intellectual Property Department Manager*  
*TECHNIP*

**TECHNIP FRANCE**  
S.A. au capital de 22.548.292 €  
6-8, allée de l'Arche  
Faubourg de l'Arche  
92973 PARIS LA DÉFENSE CEDEX  
Tél. : 33 (0)1 47 78 21 21  
Fax : 33 (0)1 47 78 33 40  
RCS Nanterre 8 391 637 885

The provisions of this Book concerning patents shall also apply to utility certificates, except those contained in Articles L. 612-14, L.612-15 and the first paragraph of Article L.612-17. They shall likewise apply to supplementary protection certificates, except those contained in Articles L.611-12, L.612-1 to L.612-10, L.612-12 to L.612-15, L.612-17, L.612-20, L.613-1 and L.613-25.

L. 611-3. Any owner of a patent having effect in France and of which the subject matter is a medicine, a process for obtaining a medicine, a product required for obtaining such medicine or a process for manufacturing such product may, where they are used for producing a pharmaceutical speciality covered by a marketing authorization under Articles L.601 or L.617-1 of the Public Health Code, and as from its issue, obtain, under the conditions laid down by this Book and detailed by a decree in Council of State, a supplementary protection certificate for those parts of the patent that correspond to the authorization.

L. 611-4. Patent applications and patents filed prior to July 1, 1979, shall continue to be governed by the rules in force on the date of their filing.

However, the provisions of this Book shall apply to the exercise of rights deriving from such patents and patent applications and to the subsequent procedure in respect of patent applications for which a preliminary draft documentary report had not been drawn up prior to July 1, 1979.

L. 611-5. Certificates of addition applied for prior to the entry into force of Law No. 90-1052 of November 26, 1990, relating to industrial property shall continue to be governed by the rules applicable at the date of the application.

However, the exercise of the rights deriving therefrom shall be governed by the provisions of this Book.

## Section 2 Right to Title

L. 611-6. The right to the industrial property title referred to in Article L.611-1 shall belong to the inventor or his successor in title.

If two or more persons have made an invention independently of each other, the right to the industrial property title shall belong to the person who can prove the earliest date of filing.

In actions before the Director of the National Institute of Industrial Property, the applicant shall be deemed to have a right to the industrial property title.

L. 611-7. Where the inventor is a salaried person, the right to the industrial property title, failing any contractual clause more favorable to the salaried person, shall be defined in accordance with the following provisions:



1. Inventions made by a salaried person in the execution of a work contract comprising an inventive mission corresponding to his effective functions or of studies and research which have been explicitly entrusted to him, shall belong to the employer. The conditions under which the salaried person who is the author of such an invention shall enjoy additional remuneration shall be determined by the collective agreements, company agreements and individual employment contracts.

Where the employer is not subject to a sectorial collective agreement, any dispute relating to the additional remuneration shall be submitted to the joint conciliation board set up by Article L.615-21 or by the First Instance Court.

2. All other inventions shall belong to the salaried person. However, where an invention made by a salaried person during the execution of his functions or in the field of activity of the company or by reason of knowledge or use of technologies or specific means of the company or of data acquired by the company, the employer shall be entitled, subject to the conditions and the time limits laid down by decree in Council of State, to have assigned to him the ownership or enjoyment of all or some of the rights in the patent protecting his employee's invention.

The salaried person shall be entitled to obtain a fair price which, failing agreement between the parties, shall be stipulated by the joint conciliation board set up by Article L.615-21 or by the First Instance Court; these shall take into consideration all elements which may be supplied, in particular by the employer and by the employee, to compute the fair price as a function of both the initial contributions of either of them and the industrial and commercial utility of the invention.

3. The salaried author of an invention shall inform his employer thereof and the latter shall confirm receipt in accordance with the terms and time limits laid down by regulation. The salaried person and the employer shall communicate to each other all relevant information concerning the invention. They shall refrain from making any disclosure which would compromise, in whole or in part, the exercise of the rights afforded under this Book.

Any agreement between the salaried person and his employer concerning an invention made by the salaried person shall be recorded in writing, on pain of nullity.

4. The implementing rules for this Article shall be laid down by decree in Council of State.
5. This Article shall also apply to the servants of the State, of local authorities and of any other public legal person under the terms to be laid down by decree in Council of State.

- L. 611-8. Where an application for the grant of an industrial property title has been made either for an invention unlawfully taken from an inventor or his successors in title, or in violation of a legal contractual obligation, the injured party may claim ownership of the application or of the title granted.

Actions claiming ownership shall be barred after three years from publication of the grant of the industrial property title. However, if the bad faith of the owner of the title at the time the title was granted or acquired can be proved, the time limit shall be three years as from the expiry of the title.